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have been made when the paper was written, or at least relate to the identical paper.

[Ed. Note.—For other cases, see Wills, Cent. Dig. §§ 222-224; Dec. Dig. § 93.* 13 Va.-W. Va. Enc. Dig. 722.]

4. Wills (§ 130*)—Holographs—Sufficiency.—A memorandum written by decedent on the front page of a book, dated eight years before his death and signed by him, reading, "Everything is Lous," is insufficient as a holographic will.

[Ed. Note.—For other cases, see Wills, Cent. Dig. §§ 336-340; Dec. Dig. § 130.* 13 Va.-W. Va. Enc. Dig. 722.]

Error to Corporation Court of City of Alexandria.

Will contest by Samuel H. Smith against Lula G. Smith. From a judgment probating an instrument as a will, contestant brings error. Reversed and rendered.

J. K. M. Norton, for plaintiff in error.

Francis L. Smith and Robinson Moncure, for defendant in error.

CITY NAT. BANK OF ROANOKE v. HUNDLEY et al.

March 9, 1911.

[70 S. E. 494.]

Bills and Notes (§ 525*)—Bona Fides of Holder—Evidence—Weight.—Evidence held to show that plaintiff bought the notes sued on without notice of fraud in their inception.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 1832-1839; Dec. Dig. § 525.* 2 Va.-W. Va. Enc. Dig. 431.]

Appeal from Circuit Court, Henry County.

Action by the City National Bank of Roanoke against H. B. Hundley and others. Judgment for defendants, and plaintiff appeals. Reversed and rendered.

S. G. White, Jr., and *Scott, Altizer & Watts*, for appellant.
John W. Carter, for appellees.

CARPENTER et al. v. CAMP MFG. CO. et al.

March 9, 1911.

[70 S. E. 496.]

Appeal and Error (§ 161*)—Right of Review—Estoppel.—A party cannot avail himself of that portion of a decree which is favorable

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

to him, and secure its fruits, while prosecuting an appeal to reverse such portions as militate against him.

[Ed. Note.—For other cases, see Appeals and Error, Cent. Dig. §§ 979-983; Dec. Dig. § 161.* 1 Va.-W. Va. Enc. Dig. 475.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company and others against W. R. Carpenter, and others. From a judgment for plaintiffs, defendants appeal. Dismissed.

Marvin Smithey and *R. B. Davis*, for appellants.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellees.

CAMP MFG. CO. *v.* CARPENTER.

March 9, 1911.

[70 S. E. 497.]

1. Railroads (§ 64*)—Contract for Right of Way—Requisites of Contract—Certainty.—A contract to convey land for a railroad right of way is not void for uncertainty because it provides that the road can be kept on the land as long as needed.

[Ed. Note.—For other cases, see Railroads, Dec. Dig. § 64.* 11 Va.-W. Va. Enc. Dig. 544; 3 id. 335.]

2. Vendor and Purchaser (§ 231*)—Bona Fide Purchasers—Notice—Records.—A contract to convey land, if recorded within 10 days from its date as required by Code 1904, § 2457, is valid as to a subsequent purchaser, and he takes title with constructive notice, though his deed is recorded first.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 513-539; Dec. Dig. § 231.* 11 Va.-W. Va. Enc. Dig. 685.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company against W. R. Carpenter. From a decree for defendant, plaintiff appeals. Reversed.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellant.

Marvin Smithey and *R. B. Davis*, for appellee.

FORD et al. *v.* CHELF.

March 9, 1911.

[70 S. E. 500.]

1. Fraudulent Conveyances (§ 101*)—Relationship between Parties.—Relationship is not a badge of fraud, but a transaction be-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.